



BOARD OF ESTIMATE AND CONTRACT

Jacqueline M. Izzo
Mayor
Stephanie Viscelli
Common Council President
Frederick Schmidt
Public Works Commissioner

Louise S. Glasso
City Clerk
Gerard F. Feeney
Corporation Counsel
David C. Nolan
City Treasurer

Rome City Hall
198 N. Washington St.
Rome, NY 13440
www.romenewvork.com

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**NOVEMBER 10, 2016
8:30 AM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

3. COMMUNICATIONS

4. PUBLIC SPEAKERS

5. REPORT OF DEPARTMENT HEADS

6. RESOLUTIONS

**RES. NO. 218
B**

AUTHORIZING FORMER OWNERS TO BUY BACK PROPERTY (219 PLEASANT AVENUE) FOR \$7,845.37. Nolan

**RES. NO. 219
C**

AUTHORIZING BUDGETARY TRANSFER (2016). Nolan

**RES. NO. 220
D**

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MJ DAKOTA, INC. Seelig

**RES. NO. 221
E**

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE ENVIRONMENTAL EASEMENTS IN FAVOR OF NEW YORK STATE FOR THE PROPERTIES LOCATED AT 1333 E. DOMINICK STREET, 1030 EAST DOMINICK STREET AND 701 LAWRENCE STREET. Seelig

RES. NO. 222

F

RESCINDING RESOLUTION NO. 131 AND REQUESTING AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM TERESA CAMPANARO, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 223

G

AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM SINGH PETROLEUM TWO, LLC, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

RES. NO. 224

H

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 1 WITH CT MALE ASSOCIATES RELATIVE TO PRE-DEMOLITION ASBESTOS SURVEY AND SAMPLING SERVICES. Schmidt

RES. NO. 225

I

AMENDING BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 177 ADOPTED SEPTEMBER 15, 2016 RELATIVE TO AN AGREEMENT WITH DAVIS MECHANICAL TO PROVIDE HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES. Schmidt

RES. NO. 226

J

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FIRST PRESBYTERIAN CHURCH FOR THE USE OF PARKING LOT(S) AT THE JUSTICE BUILDING RELATIVE TO EMPLOYEE PARKING REQUIREMENTS. Schmidt

RES. NO. 227

K

AUTHORIZING BUDGETARY TRANSFER (2016). Nolan

RES. NO. 228

L

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO PURCHASE
GULF ROAD PROPERTY. Schmidt**

7. TABLED RESOLUTIONS

RES. NO. 49

G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

RESOLUTION NO. 218

AUTHORIZING FORMER OWNERS TO BUY BACK PROPERTY
(219 PLEASANT AVENUE) FOR \$7,845.37

By _____:

WHEREAS, David C. Nolan, City Treasurer has requested the authorization for former property owner, Donald Lubecki to buy back 219 Pleasant Avenue (Tax Map No. 242.036-0001-047) for \$7,845.37; now, therefore

BE IT RESOLVED, former owner, Donald Lubecki is hereby authorized to buy 219 Pleasant Avenue (Tax Map No. 242.036-0001-047) for \$7,845.37, Tax Statements for said property is attached and made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

09/29/2016 10:58
plisandrelli

Subeck

Real Estate Tax Statement

P 1
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PARCEL: 242.036-0001-047.000-0000

LOCATION: 219 PLEASANT AVE

CURRENT OWNER:
CITY OF ROME
CITY HALL
ROME NY 13440

CURRENT STATUS:
SQ FT: 4,791
LAND VALUATION: 45,100
BUILDING VALUATION: 0
EXEMPTIONS: 0
TAXABLE VALUATION : 45,100

LEGAL DESCRIPTION:

DEED DATE: BOOK/PAGE: INTEREST DATE: 10/28/2016

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2017	RE-R	705688				
1	SCHOOL T LIBRARY T		674.40 16.87	674.40 16.87	.00 .00	674.40 16.87
			691.27	691.27	.00	691.27
2	SCHOOL T LIBRARY T		674.41 16.87	674.41 16.87	.00 .00	674.41 16.87
			691.28	691.28	.00	691.28
			1,382.55	1,382.55	.00	1,382.55
2016	RE-R	605686				
1	SCHOOL TAX LIBRARY TA		324.11 16.11	324.11 16.11	58.76 2.92	382.87 19.03
			340.22	340.22	61.68	401.90
2	SCHOOL TAX LIBRARY TA		324.11 16.11	324.11 16.11	40.03 1.99	364.14 18.10
			340.22	340.22	42.02	382.24
			680.44	680.44	103.70	784.14
2016	RE-C	644088				
1	GENERAL CI INSIDE DIS GARBAGE 1 SEWER RENT WATER RENT		223.82 115.65 112.50 130.27 208.84	223.82 115.65 112.50 130.27 208.84	15.67 8.10 7.88 9.12 14.62	239.49 123.75 120.38 139.39 223.46
			791.08	791.08	55.39	846.47
2	GENERAL CI INSIDE DIS GARBAGE 1		223.82 115.65 112.50	223.82 115.65 112.50	.00 .00 .00	223.82 115.65 112.50

SEWER RENT 130.27 130.27 .00 130.27
 09/29/2016 10:58 P 2
 plisandrelli Real Estate Tax statement txtaxstm

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
		WATER RENT	208.84	208.84	.00	208.84
			791.08	791.08	.00	791.08
			1,582.16	1,582.16	55.39	1,637.55

2015 RE-C 544086

1	GENERAL CI		223.82	.00	.00	PAID
	INSIDE DIS		115.64	.00	.00	PAID
	GARBAGE 1		112.50	.00	.00	PAID
	SEWER RENT		130.27	.00	.00	PAID
	WATER RENT		192.20	.00	.00	PAID
			774.43	.00	.00	.00
2	GENERAL CI		223.82	223.82	40.29	264.11
	INSIDE DIS		115.65	115.65	20.82	136.47
	GARBAGE 1		112.50	112.50	20.25	132.75
	SEWER RENT		130.27	130.27	23.45	153.72
	WATER RENT		192.20	192.20	34.60	226.80
			774.44	774.44	139.41	913.85
			1,548.87	774.44	139.41	913.85

2014 RE-C 344097

1	GENERAL CI		226.84	.00	.00	PAID
	INSIDE DIS		114.36	.00	.00	PAID
	GARBAGE 1		112.50	.00	.00	PAID
	SEWER RENT		125.99	.00	.00	PAID
	WATER RENT		176.88	.00	.00	PAID
			756.57	.00	.00	.00
2	GENERAL CI		226.85	226.85	68.06	294.91
	INSIDE DIS		114.36	114.36	34.31	148.67
	GARBAGE 1		112.50	112.50	33.75	146.25
	SEWER RENT		125.99	125.99	32.76	158.75
	WATER RENT		176.88	176.88	45.99	222.87
			756.58	756.58	214.87	971.45
			1,513.15	756.58	214.87	971.45

2014 LIEN 453

1	SCHOOL TAX		890.05	890.05	44.50	934.55
			890.05	890.05	44.50	934.55

09/29/2016 10:58
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8 2016
Real Estate Tax Statement

P 3
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YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
	INST	CHARGE				
2013	RE-C	344103				
	1	GENERAL CI	226.70	.00	.00	PAID
		INSIDE DIS	113.12	.00	.00	PAID
		GARBAGE 1	112.50	.00	.00	PAID
		SEWER RENT	122.65	.00	.00	PAID
		WATER RENT	166.22	.00	.00	PAID
		STUB SEARC	165.00	165.00	.00	165.00
		ADVERTISIN	50.00	50.00	.00	50.00
			956.19	215.00	.00	215.00
	2	GENERAL CI	226.70	226.70	95.21	321.91
		INSIDE DIS	113.13	113.13	47.51	160.64
		GARBAGE 1	112.50	112.50	47.25	159.75
		SEWER RENT	122.64	122.64	31.89	154.53
		WATER RENT	166.23	166.23	43.22	209.45
			741.20	741.20	265.08	1,006.28
			1,697.39	956.20	265.08	1,221.28
GRAND TOTALS			9,294.61	7,022.42	822.95	7,845.37

RESOLUTION NO. 219

AUTHORIZING BUDGETARY TRANSFER (2016)

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfers:

REASON: Cover Complus Parking Collection services for October.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5650.412	Parking: Service Contract & Repairs	\$2,500.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5650.418	Parking: Contract Services	\$2,500.00

REASON: Cover underestimated supply expense.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.418	Municipal Building: Contract Services	\$5,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.414	Municipal: Supplies & Materials	\$5,000.00

REASON: Cover unplanned GHD Water System Vulnerability Assessment and Emergency Response Plan Update.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EW8320.414	Water Filtration: Supplies & Materials	\$40,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
EW8320.418	Water Filtration: Contract Services	\$40,000.00

RESOLUTION NO. 220

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MJ DAKOTA, INC.

By _____;

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development, for the City of Rome, has recommended that the City of Rome, New York, retain the services of MJ Dakota, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by MJ Dakota, Inc., for construction of the Rome Navigation Center Phase II, at a total amount not to exceed \$411,000.00, with a contract term effective upon execution and expiring upon completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with MJ Dakota, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by MJ Dakota, Inc., for construction of the Rome Navigation Center Phase II, at a total amount not to exceed \$411,000.00, with a contract term effective upon execution and expiring upon completion of the work required, and pursuant to the services more specifically described within the attached Bid Forms, which are made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

BID FORM (BD -1)

PROJECT IDENTIFICATION:

RFB-2016-008
Rome Navigation Center Phase II
City of Rome, New York

THIS BID IS SUBMITTED TO:

Rome City Clerk
1st Floor, Rome City Hall
198 N. Washington St
Rome, New York 13440

BIDDER'S NAME & ADDRESS:

MJ Dakota
Po Box 86
Oneida NY
13421

TOTAL LUMP SUM BASE BID:

Four hundred and twenty four thousand (\$ 424,000)
(use words) (figures)

DEDUCT ALTERNATE NO. 1: ANTI-GRAFFITI COATING

Seven thousand (\$ 7,000)
(use words) (figures)

DEDUCT ALTERNATE NO. 2: FREE STANDING DRINKING FOUNTAIN

Six thousand (\$ 6,000)
(use words) (figures)

TERMS & CONDITIONS:

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening.

5. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with section 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

a. All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

City of Rome
198 N Washington St
Rome, New York 13440
Attn. Matthew Andrews

8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on 10/22/16 2016

CONTRACTOR [Signature]
(Signature of Authorized Representative)

MIKE DECUFFA
(Print Name)

president
(Title)

RESOLUTION NO. 221

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE ENVIRONMENTAL EASEMENTS IN FAVOR OF NEW YORK STATE FOR THE PROPERTIES LOCATED AT 1333 E. DOMINICK STREET, 1030 EAST DOMINICK STREET AND 701 LAWRENCE STREET

By _____:

WHEREAS, the City of Rome owns real property located at 1333 E. Dominick Street, 1030 E. Dominick Street, and 701 Lawrence Street, all in the City of Rome, New York (together, the "Properties"); and

WHEREAS, the State of New York, through its environmental remediation program, provided funds to the City of Rome for the remediation of contamination at the Properties which threatened the health and vitality of the community of the City of Rome; and

WHEREAS, pursuant to the terms of the grant agreement with the State of New York, the City of Rome is required to grant an environmental easement, in a form consistent with that attached hereto as Exhibit A (the "Environmental Easement"), for the benefit of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("DEC"); and

WHEREAS, such Environmental Easement shall provide for operation, maintenance, and/or monitoring requirements, restrict future uses at the Properties consistent with the residual contamination at the Properties and provide for engineered structures, including groundwater use or soil management restrictions; and

WHEREAS, the City of Rome wishes to grant such an Environmental Easement (and/or any other such necessary or appropriate document) to finalize the Properties' participation in New York State's environmental restoration program; now therefore; and

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor and staff are hereby authorized to execute and submit any and all documents necessary to the DEC in order to allow the DEC to prepare the Environmental Easement, and once prepared, to execute and enter into said Environmental Easement and any other necessary or appropriate documents with the State of New York, with regards to the Propertie's participation in the State of New York's environmental restoration program, upon such terms and conditions acceptable to the Mayor of the City of Rome in her discretion.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

**ENVIRONMENTAL EASEMENT
CHECKLIST/CERTIFICATION
SITE No. _____**

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the checklist indicating that they have fully completed the checklist. The Department will not accept submissions which have not been signed as being accurate and complete by both the Remedial Party and Attorney. Where the property owner is not the Remedial Party, the Department also requires the Owner to sign the checklist.

1) Special Circumstances

The last owner search was completed and the deed transfer is by Quit Claim or other restricted transfer deed Yes No

The property in the Brownfield Cleanup Agreement includes lands under water
 Yes No

The property has multiple owners Yes No

If you answered "Yes" to any of these items, contact the Department's Environmental Easement contact person for a determination as to whether further title work is necessary.

2) Verification of ownership of the property

- Submit documentation (such as a corporate resolution) that the signatory on the easement has authority to sign the Easement
- Ownership of the property matches the current deed.
- Verification reviewed and included for authority to sign Easement.
- Updated copies of legal organizational documents have been reviewed and are included. Examples of the appropriate documentation will include, for:
 - corporations: articles of incorporation, organizational agreements, minutes of annual meetings, resolutions, authorities for signature;
 - partnerships: a copy of the partnership agreement; verification that necessary parties are participating in the Easement;
 - trusts: trust agreement, affidavit of no change in the trust; and
 - estates: estate letters, powers of attorney.

3) Verification of Property Subject to Easement

- Description of the property for the Easement and DEC Agreement/Order/SAC matches description of property in the deed (Separate submittal must be included to explain to the satisfaction of the Department why there is any discrepancy).
- The Tax Map identifier (SBL) matches on all documents.

4) Survey Review

- Survey includes metes and bounds description.
- Survey includes a graphic scale.
- Survey includes Tax Map Section, Block and Lot.
- Survey includes physical address and is consistent with the DEC Agreement/Order/SAC.
- The survey must bear the name, address, telephone number, signature and certification of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions.
- The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
- Diagrams must be accurately presented.
- The point of beginning of the legal description must be shown.
- The legal description must be correct.
- The legal description must state the acreage.
- If the deed(s) description differs from the measured bearings/angles/distances, both must be indicated on the survey.
- The survey must show the location of all buildings/monuments/overlaps/encroachments upon the surveyed property with their locations defined by measurement perpendicular to the nearest perimeter boundaries.
- The survey must depict the location of visible improvements within five feet of each side of boundary lines.
- The survey must show ponds, lakes, springs, rivers or a natural water boundary bordering on or running through the surveyed property; the survey must measure the location of the natural water boundary and note on the survey the date of the measurement.
- The survey must correctly depict the environmental easement area with corresponding metes & bounds description and acreage, and include the following sentence: "*This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@dec.ny.gov*". This reference must be located on the face of the survey and be in at least 15-point type.
- If the survey consists of more than one sheet, sheets must be numbered and the total number of sheets must be indicated on each sheet.

- In addition to county-specific requirements, submittal of the approved survey to the Department must include the following:
 - A "D" sized copy (24" x 36") of the final signed, stamped map
 - A 600 DPI scan of the final signed, stamped map
 - An Autocad .dwg or exported .dxf file of the polyline (at a minimum) of the final survey

5) Submissions

- The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

PLEASE READ THE FOLLOWING CAREFULLY

The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Statement of Certification and Signatures

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: _____ Signature: _____

Print Name: _____

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for _____ (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: _____ Signature: _____

Print Name: _____

Attachment

Attachment A

Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:

- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party's attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

Hard copy submission shall be sent to:

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this _____ day of _____, 20 __, between Owner(s) Enter property owner(s) name, having an office at Enter property owner's address, County of Dutchess, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of Enter street address of property in the Choose municipality type of Enter property municipality, County of Enter property county and State of New York, known and designated on the tax map of the County Clerk of Enter clerk county as tax map parcel numbers: Section Enter Tax ID Section #. Block Enter Tax ID Block # Lot Enter Tax ID Lot #, being the same as that property conveyed to Grantor by deed dated Enter Deed Date and recorded in the Enter county name or leave blank for NY City deeds County Clerk's Office in Liber and Page Enter Instrument # or Liber and Page #s. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately Enter Acreage +/- acres, and is hereinafter more fully described in the Land Title Survey dated Enter original survey date and, if applicable, "and revised on" and revised survey date prepared by Enter revised surveyor's name or original surveyor's name if not revised, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Choose an Oversight Document TypeNumber: Enter SAC# or BCA/Consent Order Index # and "as amended by Amendment(s) #(s)" as applicable, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Choose the allowable land use if current land use is selected, enter current use.

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Automatic County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Choose the correct list of inapplicable uses., and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held
by the New York State Department of Environmental Conservation**

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: Enter DEC Site #
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and

communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Enter Grantor's Name:

By: _____

Print Name: _____

Title: _____ Date: _____

SCHEDULE "A" PROPERTY DESCRIPTION

Enter Property Description

RESOLUTION NO. 222

RESCINDING RESOLUTION NO. 131 AND REQUESTING AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM TERESA CAMPANARO, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT

By _____:

WHEREAS, on June 23, 2016 the Board of Estimate and Contract of the City of Rome, New York authorized the Mayor to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Teresa Campanaro (a.k.a. Teresa Campanaro-White), in order to acquire an easement on the property of 6805 Martin Street, pursuant to Resolution No. 131; and

WHEREAS, said easement was for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the project upgrades on 6805 Martin Street; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works has identified that the location of the sanitary main has changed, beyond the control of the City—which changes the entirety of the Permanent Easement attached and incorporated into Resolution No. 131; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works is of the opinion that Resolution No. 131, adopted on June 23, 2016 must be rescinded; and

WHEREAS, Teresa Campanaro a/k/a/ Teresa Camapanaro-White (“Campanaro”) owns real property located at 6805 Martin Street in the City of Rome, New York (“property”); and

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“project”); and

WHEREAS, the project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said project; and

WHEREAS, the project design calls for upgrades, including the removal of an existing pump station, the installation of a new pump station with building enclosure and the installation of new sewer lines and electrical equipment (“project upgrades”); and

WHEREAS, the City of Rome desires access to the property for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the project upgrades on said property; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City's best interest to acquire an easement at 6805 Martin Street from Camapanaro; and

WHEREAS, Teresa Camapanaro a/k/a Teresa Campanaro-White desires to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide City with access to the Camapanaro property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at 6805 Martin Street; now, therefore

BE IT RESOLVED, that Resolution No. 131 adopted June 23, 2016 be and is hereby rescinded; and

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor is hereby authorized to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Teresa Camapanaro, in order to acquire an easement on the property at 6805 Martin Street, said easement being more specifically described in the attached Permanent Easement Agreement, description and map, which are made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

**Permanent Easement
For
Martin Street Sewers
Teresa Campanaro (a/k/a Teresa Campanaro-White)
Reputed Owner**

Map 1/Parcel 1 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 1/Parcel 1, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Teresa Campanaro (a/k/a Teresa Campanaro-White) (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2011-012912.

Commencing at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Teresa Campanaro (a/k/a Teresa Campanaro-White) (Reputed Owner), on the east and the lands of Singh Petroleum Two, LLC (Reputed Owner), as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907 on the west;

Thence, northeasterly - 85± feet along said division line to an angle point in said division line;

Thence, northerly - 167± feet along said division line to an angle point in said division line;

Thence, westerly - 130± feet along said division line to an angle point in said division line;

Thence, northwesterly- 17± feet along said division line to an angle point in said division line;

Thence, northerly - 10± feet along said division line to the point of beginning;

Thence, S 66° 49' 27" E - 133± into the lands of said Teresa Campanaro (a/k/a Teresa Campanaro-White) to a point;

Thence, S 79° 54' 30" E - 222.37 feet to a point;

Thence, S 80° 36' 39" E - 162± feet to a point on an existing 30 permanent sanitary easement;

Thence, northerly - 20± feet along said sanitary easement to a point;

Thence, N 80° 36' 44" W - 166± feet to a point;

Thence, N 79° 55' 15" W - 218.90 feet to a point;

Thence, N 66° 50' 14" W - 282.97 feet to a point;

Thence, S 25° 49' 59" W - 18± feet to a point on the division line between the lands of said Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner), on the north and the lands of Singh Petroleum Two, LLC (Reputed Owner), as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907 on the south;

Thence southeasterly - 147± feet along said division line to an angle point in said division line;

Thence southerly - 13± feet along said division line to the point of beginning, containing 12,392± square feet (0.284± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 1/Parcel 1, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner)" as Map 1/Parcel 1 and dated October 3, 2016.

PERMANENT EASEMENT AGREEMENT

Agreement made this _____ day of _____, 2016, by and between **TERESA CAMPANARO, A/K/A TERESA CAMPANARO-WHITE**, (“Campanaro”), residing at 208 McCaskill Street, Marshalville, GA 31057, hereinafter referred to as the Grantor, and the City of Rome (“City”), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee’s sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the removal of an existing pump station, the installation of a new pump station with building enclosure and the installation of new sewer lines and electrical equipment (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at 6805 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.005); and

WHEREAS, Grantee desires access to the Grantor’s property at 6805 Martin Street (Tax Map #259.001-0001-003.005) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys unto the Grantee a permanent easement over, across and under one (1) portion of Grantor's land at 6805 Martin Street (Tax Map #259.001-0001-003.005), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Teresa Campanaro (A/K/A Teresa

Campanaro-White) by deed dated September 6, 2011 and recorded in the Oneida County Clerk's Office on September 8, 2011 in Book 2011 at page 12912.

Reserving, however to the owner of any right, title or interest in and to the property described above and depicted on attached Map 1, Parcel 1, and such owner's, successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and once constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

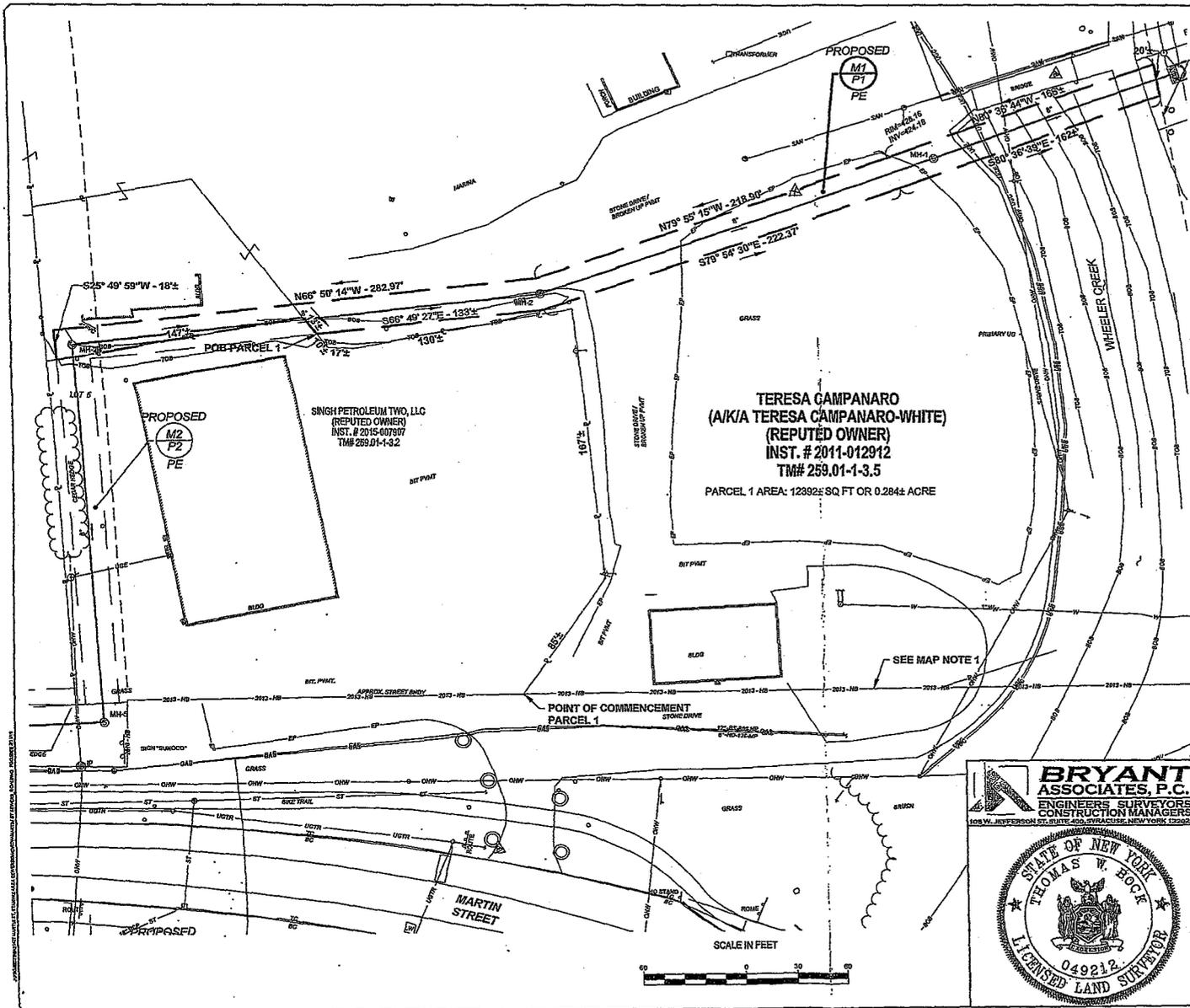
By: _____

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of November, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and



DEED REFERENCES:
 WARRANTY DEED WITH LIEN COVENANT FROM SAMUEL CAMPANARO TRUST TO TERESA CAMPANARO (AK/A TERESA CAMPANARO-WHITE) DATED SEPTEMBER 6, 2011 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE INSTRUMENT # 2011-012912 ON SEPTEMBER 8, 2011.
 WARRANTY DEED - BASIC COVENANTS: IND. OR CORP. FROM 6767 MARTIN STREET LLC TO SINGH PETROLEUM TWO, LLC DATED JUNE 10, 2015 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE INSTRUMENT # 2015-007507 ON JUNE 12, 2015.
 QUIT CLAIM DEED FROM THE CITY OF ROME, NEW YORK TO 6767 MARTIN STREET, LLC DATED OCTOBER 1, 2012 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INTERMENT # 2012-017682 ON OCTOBER 18, 2012.

- MAP REFERENCES:**
1. MAP ENTITLED "NEW YORK STATE THRUWAY AUTHORITY CANALWAY TRAIL" TAS 13-230, DATED SEPTEMBER 27, 2013.
 2. MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION STANWYK-CRISFORD AIR FORCE BASE STATE HIGHWAY S.N. 77-57, D65687, DATED AUGUST 1, 1977.
 3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 9465 RC2478 SHEET #4 DATED JUNE 2, 1937.
 4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STANWYK-CRISFORD AIR FORCE BASE STATE HIGHWAY S.N. 77-57, DATED APRIL 30, 1937.
 5. MAP ENTITLED "PLANS FOR IMPROVING THE ROME ROADS, AUGUSTA AND WESTMORELAND SECTIONS", SH 994, SHEETS #8 & 9, DATED DECEMBER 20, 1905

- NOTE:**
1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS AND SURVEYS. THEIR LOCATION MUST THEREFORE BE CONSIDERED APPROXIMATE & NO GUARANTEE IS MADE BY BRYANT ASSOCIATES P.C. TO THE HORIZONTAL OR VERTICAL LOCATION OF SUCH FACILITIES, STRUCTURES AND UTILITIES, THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY UNKNOWN. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE HORIZONTAL & VERTICAL LOCATIONS OF ALL FACILITIES, STRUCTURES & UTILITIES IN THE FIELD PRIOR TO COMMENCING WORK.
 2. SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.
 3. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
 4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

BRYANT ASSOCIATES, P.C.
 ENGINEERS SURVEYORS
 CONSTRUCTION MANAGERS
 108 W. ANTONDRON ST. SUITE 400, SYRACUSE, NEW YORK 13202

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY PREPARED UNDER MY DIRECTION.
 ORIGINALS HAVE EMBOSSED SEAL

OCTOBER 3, 2016

Thomas W. Book
 THOMAS W. BOOK, P.E., L.S.
 PLS LICENSE NO. 049212
 FOR BRYANT ASSOCIATES, P.C.

CITY OF ROME	TM 269.001-0001-003.005
REVISED LANDS TO BE ACQUIRED FROM TERESA CAMPANARO (AK/A TERESA CAMPANARO-WHITE) (REPUTED OWNER)	
ONEIDA COUNTY	NEW YORK
MAP 1	PARCEL 1

RESOLUTION NO. 223

AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM SINGH
PETROLEUM TWO, LLC, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO
THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY
SEWER EXTENSION PROJECT

By _____:

WHEREAS, Singh Petroleum Two, LLC (“Singh”) owns real property located at 6787 Martin Street in the City of Rome, New York (“property”); and

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“project”); and

WHEREAS, the project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said project, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass; and

WHEREAS, the City of Rome desires access to the property for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the project upgrades on said property; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City’s best interest to acquire an easement at 6787 Martin Street from Singh; and

WHEREAS, Singh desires to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide City with access to the Singh property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at 6787 Martin Street; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor is hereby authorized to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Singh, in order to acquire an easement on the property at 6787 Martin Street, said easement being more specifically described in the attached Permanent Easement Agreement, description and map, which are made part of this Resolution; and

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

**Permanent Easement
For
Martin Street Sewers
Singh Petroleum Two, LLC
Reputed Owner**

Map 2/Parcel 2 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 2/Parcel 2, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Singh Petroleum Two, LLC (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907.

Commencing at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Singh Petroleum Two, LLC (Reputed Owner) on the east and the lands of Frank B. Calandra, Jr. (Reputed Owner), on the west, as recorded in the Oneida County Clerk's Office in Instrument Number 2002-016697:

Thence, northeasterly - 37± feet along said division line;

Thence, S 62° 53' 47" E - 6± feet into the lands of said Singh Petroleum Two, LLC to the point of beginning;

Thence, N 25° 49' 59" E - 209± feet to a point on the division line between the lands of said Teresa Campanaro (a/k/a Teresa Campanaro-White) (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2011-012912, on the north and the lands of Singh Petroleum Two, LLC (Reputed Owner), as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907 on the south;

Thence southeasterly - 147± feet along said division line to an angle point in said division line;

Thence southerly - 13± feet along said division line to the point;

Thence, N 66° 49' 27" W - 133± feet into the lands of said Singh Petroleum Two, LLC to point;

Thence, S 25° 56' 01" W - 209.08 feet to a point;

**Permanent Easement
For
Martin Street Sewers
Singh Petroleum Two, LLC
Reputed Owner**

Map 2/Parcel 4 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 2/Parcel 4, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Singh Petroleum Two, LLC (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907.

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Singh Petroleum Two, LLC (Reputed Owner) on the east and the lands of Frank B. Calandra, Jr. (Reputed Owner), on the west, as recorded in the Oneida County Clerk's Office in Instrument Number 2002-016697:

Thence, northeasterly - 37± feet along said division line;

Thence, southeasterly - 30± feet through the lands of said Singh Petroleum Two, LLC to a point on said highway boundary line;

Thence, southwesterly - 39± feet along said highway boundary line to an angle point in said highway boundary line;

Thence, northwesterly - 27± along said highway boundary line to the point of beginning, containing 1078 ± square feet (0.025± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 2/Parcel 4, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be Acquired from Singh Petroleum Two, LLC (Reputed Owner)" as Map 2 Parcel 4 and dated October 3, 2016.

PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of _____, 2016, by and between **SINGH PETROLEUM TWO, LLC** ("Singh Petroleum"), with a mailing address of 6787 Martin Street, Rome, New York, 13440, hereinafter referred to as the Grantor, and the City of Rome ("City"), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee's sewer system through the Martin Street Sanitary Sewer Extension Project ("Project"); and

WHEREAS, the Project includes numerous upgrades to the Grantee's sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass ("Project Upgrades"), to be installed on two (2) portions of the Grantor's property located at 6787 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.002); and

WHEREAS, Grantee desires access to the Grantor's property at 6787 Martin Street (Tax Map #259.001-0001-003.002) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys

unto the Grantee a permanent easement over, across and under two (2) portions of Grantor's land at 6787 Martin Street (Tax Map #259.001-0001-003.002), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order to do work relative to the Project Upgrades, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Singh Petroleum Two, LLC by deed dated June 10, 2015 and recorded in the Oneida County Clerk's Office on June 12, 2015 in Book 2015 at page 7907.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 2 and Parcels 2 & 4, and such owner's successor's or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

By: _____

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

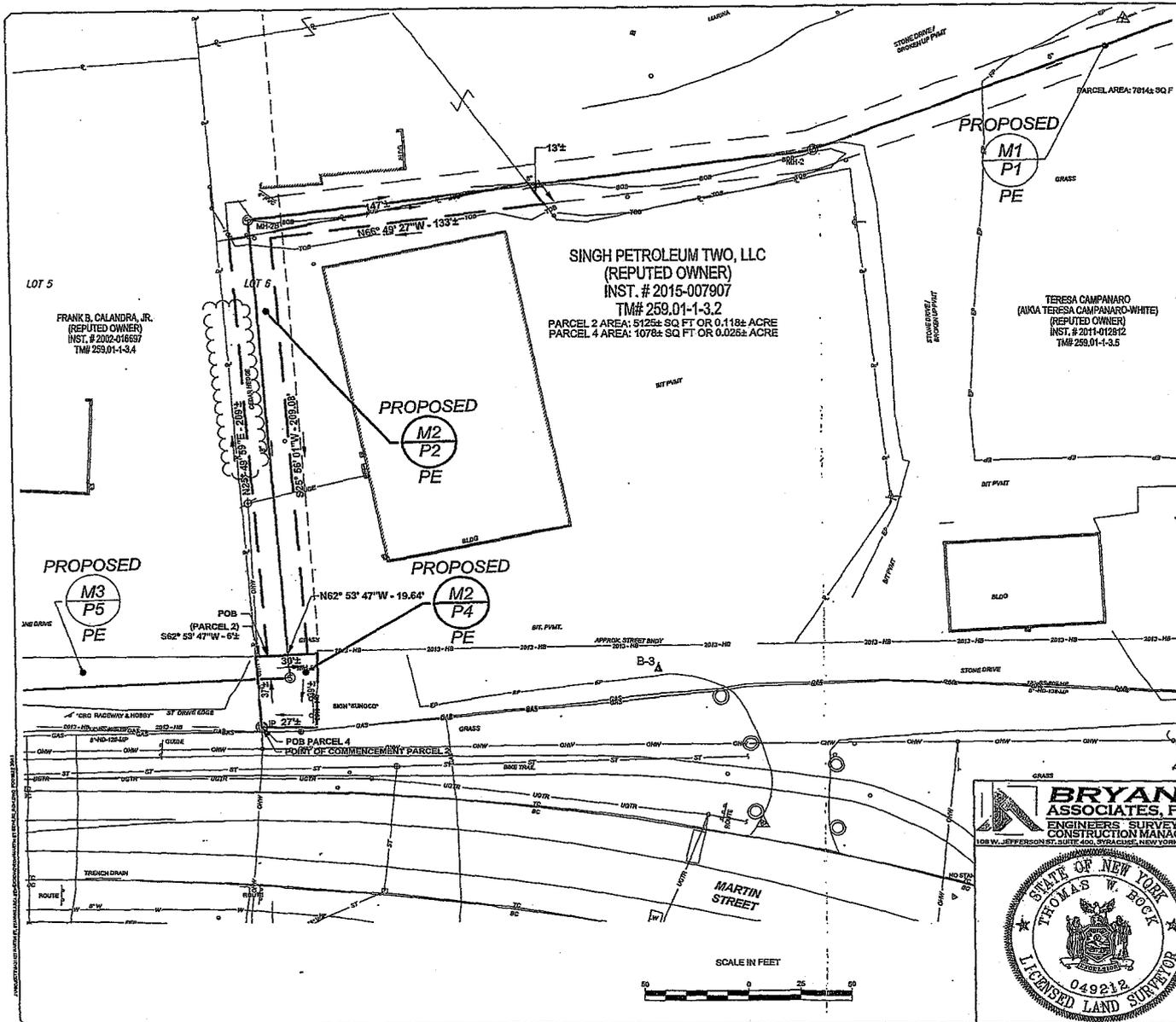
On the ____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public - State of New York

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ___ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline M. Izzo, Mayor, City of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York



- DEED REFERENCES:**
1. WARRANTY DEED - BASIC COVENANTS: IND. OR CORP. FROM 6787 MARTIN STREET LLC TO SINGH PETROLEUM TWO, LLC DATED JUNE 10, 2015 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT #2015-007907 ON JUNE 12, 2015.
 2. QUIT CLAIM DEED FROM THE CITY OF ROME, NEW YORK TO 6787 MARTIN STREET, LLC DATED OCTOBER 1, 2012 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2012-017885 ON OCTOBER 19, 2012.
 3. WARRANTY DEED WITH LIEN COVENANT FROM SAMUEL CAMPANARO TRUST TO TERESA CAMPANARO (AKA TERESA CAMPANARO-WHITE) DATED SEPTEMBER 6, 2011 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2011-012912 ON SEPTEMBER 8, 2011.
 4. BARGAIN AND SALE DEED WITH ASSUMPTION CLAUSE FROM THE ROME SAVINGS BANK TO FRANK B. CALANDRA, JR. DATED JUNE 18, 2002 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2002-016697 ON JUNE 28, 2002.

- MAP REFERENCES:**
1. MAP ENTITLED "NEW YORK STATE THRUWAY AUTHORITY CANALWAY TRAIL" TAS 13-290, DATED SEPTEMBER 27, 2013.
 2. MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION STANWIX - GRIFBBS AIR FORCE BASE STATE HIGHWAY S.N. 77-57", D95587, DATED AUGUST 1, 1977.
 3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 8465 R02478 SHEET #4 DATED JUNE 2, 1937.
 4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STANWIX - ORISKANY - WHITESBORO, SH 8465 ENTITLED "NEW YORK STATE RAILWAYS - REPUTED OWNER, PARCEL A", MAP #2 ABC - R2, DATED APRIL 30, 1937.
 5. MAP ENTITLED "PLANS FOR IMPROVING THE ROME ROADS, AUGUSTA AND WESTMORELAND SECTIONS", SH 984, SHEETS #8 & 9, DATED DECEMBER 20, 1906.
 6. SUBDIVISION MAP ENTITLED "PROPOSED SUBDIVISION MAP PROPERTY OF GARRY R. COLEMAN" DATED OCTOBER 28, 1987 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE JUNE 7, 1988 AS MAP #1307.

- NOTE:**
1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS AND SURVEYS. THEIR LOCATION MUST THEREFORE BE CONSIDERED APPROXIMATE & NO GUARANTEE IS MADE BY BRYANT ASSOCIATES P.C. TO THE HORIZONTAL OR VERTICAL LOCATION OF SUCH FACILITIES, STRUCTURES AND UTILITIES. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY UNKNOWN. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE HORIZONTAL & VERTICAL LOCATIONS OF ALL FACILITIES, STRUCTURES & UTILITIES IN THE FIELD PRIOR TO COMMENCING WORK.
 2. SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.
 3. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
 4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

BRYANT ASSOCIATES, P.C.
ENGINEERS SURVEYORS
CONSTRUCTION MANAGERS
108 W. JEFFERSON ST., SUITE 400, SYRACUSE, NEW YORK 13202

STATE OF NEW YORK
THOMAS W. BOCK
LICENSED LAND SURVEYOR
049212

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY PREPARED UNDER MY DIRECTION.

ORIGINALS HAVE EMBOSSED SEAL

OCTOBER 3, 2016

Thomas W. Bock

THOMAS W. BOCK, P.E., L.S.
PLS LICENSE NO. 049212
FOR BRYANT ASSOCIATES, P.C.

CITY OF ROME TM 259,001-0001-003,002

REVISED
LANDS TO BE ACQUIRED
FROM
SINGH PETROLEUM TWO, LLC
(REPUTED OWNER)

ONEIDA COUNTY NEW YORK
MAP 2 PARCEL 2 & 4

RESOLUTION NO. 224

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 1 WITH CT MALE ASSOCIATES RELATIVE TO PRE-DEMOLITION ASBESTOS SURVEY AND SAMPLING SERVICES

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 169 adopted August 25, 2016, authorized the awarding of a contract to CT Male Associates, for professional design services for the design of demolition documents relative to the former Park Drive Estates, at a total contract amount not to exceed Twenty Six Thousand Nine Hundred Seventy Five and 00/100 Dollars (\$26,975.00); and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of Public Works for the City of Rome, that CT Male Associates be awarded Amendment No. 1 for additional services including: reduced scope-friable only building surveys, collect necessary samples and prepare a written report, for an amount not to exceed \$21,000.00 and laboratory analysis of collected asbestos samples for an amount not to exceed \$11,500.00, bringing the grand total of Amendment No. 1 to an amount not to exceed \$32,500.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to CT Male Associates, pursuant to Resolution No. 169 adopted August 25, 2016, be and is hereby amended, whereby Amendment No. 1 is hereby awarded, to modify the contract to allow for additional services including: reduced scope-friable only building surveys, collect necessary samples and prepare a written report, for an amount not to exceed \$21,000.00, and laboratory analysis of collected asbestos samples for an amount not to exceed \$11,500.00, bringing the grand total of Amendment No. 1 to an amount not to exceed \$32,500.00, which by this reference is made a part of this Resolution, and

BE IT FURTHER RESOLVED, that the total amount of Amendment No. 1 as described hereinabove shall be in a total amount of \$32,500.00, per the attached documentation, for a total contract price of \$59,475.00.

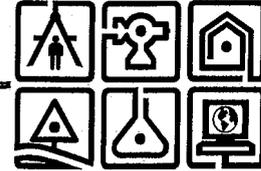
Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: _____ DEFEATED: _____

C.T. MALE ASSOCIATES

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



October 18, 2016

Mr. Fred Schmidt
Commissioner of Public Works
City of Rome
198 N Washington Street
Rome, NY 13440

*Re: Pre Demolition Asbestos Survey and Sampling Services
Woodhaven Re-Development Site, Rome, NY*

Dear Mr. Schmidt:

C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. (C.T. Male) is pleased to provide this proposal for pre-demolition asbestos containing materials (ACM) survey and sampling services at the Woodhaven Site, a 140 residential structure demolition project. Based to the information at hand, and the EPA and NYSDOL requirements for the identification and removal of asbestos containing materials prior to demolition, further ACM sampling and analysis will be necessary. C.T. Male has had conversations with the NYSDOL Asbestos Control Bureau and it is our understanding that the NYSDOL will allow demolition with Non-Friable ACM in place, as long as a survey is performed to identify Friable ACM. Friable ACM identified during the survey is to be removed prior to demolition activity. The following are the scope of services we will provide to provide the needed information:

SCOPE OF SERVICES

1. Conduct a site-visit, entering each of the approximately 140 building, entering all accessible building spaces, to documenting evidence of friable asbestos containing materials.
2. Collect limited bulk samples of friable building materials suspected of containing asbestos per NYSDOL Code Rule 56. Samples will be analyzed by a NYS ELAP approved laboratory to determine asbestoform type and content. Materials containing asbestos content of more than 1% shall be identified as asbestos containing.

1910 - 2010
years

C.T. MALE ASSOCIATES

10/18/16

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3. Prepare and submit a report(s) documenting the survey results, recommendations for appropriate response actions, and cost estimates to implement those actions.

C.T. Male can prepare hazardous material abatement specifications and any needed NYSDOL Site-Specific Variances for work to be performed based on the results of the ACM survey. These services are to be provided under a separate proposal.

FEES FOR SERVICES

The **Estimated** fee for C.T. Male to perform the reduced scope-friable only building surveys, collect necessary samples and prepare a written report is **\$21,000.00**. This cost is based on timely and unrestricted access to building areas.

The **Estimated** fee for laboratory analysis of collected asbestos samples is **\$11,500.00**. Laboratory analysis costs are based on a per sample cost. We have provided this analysis fee based on *expected* materials; however the actual number of samples collected may change depending upon suspect materials encountered. You will be billed only for those samples analyzed. A breakdown of the unit prices for laboratory analyses are provided below.

ACM Bulk Sample Unit Costs	PLM	\$8.00per
	NOB-Prep	\$12.00per
	PLM-NOB	\$8.00per
	TEM-NOB	\$25.00per

Please be aware that the NYSDOL and EPA are requiring two (2) samples of homogeneous miscellaneous materials (i.e. roofing, flooring, mastics, caulking, plasters, TSI, etc.) to be collected and analyzed to confirm a negative result. Only one (1) sample need be analyzed if the material is asbestos containing. We will be using the "positive-stop" directive with the lab to minimize analysis costs.

In addition, the NYSDOH has determined that cellulose based building materials (i.e. ceiling tiles, Homosote board, etc.) are to be analyzed as NOB samples. This is a NYSDOH directive as of April 2011, and as such, previously analyzed like samples may need to be re-collected and analyzed to meet the intent of the requirement.

Also, the NYSDOH released an expansion of the July 22, 2014 "Testing Requirements for Spray-Applied Fireproofing Containing Vermiculite" with the

C.T. MALE ASSOCIATES

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"Testing Requirements for Surfacing Materials Containing Vermiculite" on May 6, 2016. Under this rule, any vermiculite containing plasters, or spray applied textured ceilings, etc. are subject to additional analysis, similar to vermiculite containing fireproofing. Should these materials be identified, additional costs (sometimes significant) may be incurred. If these materials are located, the Client will be notified prior to analysis and written approval for the expanded analysis will be requested.

C.T. Male is prepared to commence work upon notice to proceed. Should you find this proposal acceptable, please forward a Purchase Order to my attention. If you have any questions regarding this proposal please do not hesitate to contact me at (518) 786-7480.

Sincerely,

C. T. MALE ASSOCIATES, P.C.

A handwritten signature in cursive script that reads "Michael F. Sawyer". The signature is written in black ink and has a long horizontal flourish extending to the right.

Michael F. Sawyer

Managing Industrial Hygienist

NYSDOL License # AH-88-06552 (PM, AST, Inspector and Designer)

RESOLUTION NO. 225

AMENDING BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 177
ADOPTED SEPTEMBER 15, 2016 RELATIVE TO AN AGREEMENT WITH
DAVIS MECHANICAL TO PROVIDE HVAC PREVENTATIVE
MAINTENANCE AND REPAIR SERVICES

By _____:

WHEREAS, the Board of Estimate and Contract, pursuant to Resolution No. 177 adopted September 15, 2016, authorized the Mayor of the City of Rome, New York to enter into an agreement with Davis Mechanical, for full preventative maintenance and repair for HVAC systems at various City of Rome locations for a period of one (1) year with one (1) twelve month extension at a total contract price of \$84,900.00; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, has requested that Resolution No. 177 adopted on September 15, 2016 be amended to reflect a one (1) year contract at a total amount not to exceed \$43,723.50, with no extensions permitted by this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that Resolution No. 177 adopted September 15, 2016, be and is hereby amended to authorize a one (1) year contract with Davis Mechanical for the above referenced services, at a total amount not to exceed \$43,723.50, with no extensions permitted by this Resolution; and

BE IT FURTHER RESOLVED, that the remainder of Resolution No. 177 shall remain as originally adopted on September 15, 2016.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 226

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE FIRST PRESBYTERIAN CHURCH FOR THE USE OF
PARKING LOT(S) AT THE JUSTICE BUILDING RELATIVE
TO EMPLOYEE PARKING REQUIREMENTS

By _____ :

WHEREAS, for the past several years the Board of Estimate and Contract of the City of Rome, New York, has authorized the Mayor to enter into agreement with the First Presbyterian Church of Rome, New York, for the use of parking lot(s) relative to employee parking requirements at the Justice Building; and

WHEREAS, most recently, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 234 adopted September 24, 2015, authorized the aforesaid parking arrangement through October 1, 2016, with a stipulation to cover plowing of the parking lot(s) as well; and

WHEREAS, Frederick Schmidt, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome again enter into an agreement with the First Presbyterian Church for the use of parking lot(s) relative to employee parking requirements at the Justice Building; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with the First Presbyterian Church for the use of parking lot(s) relative to employee parking requirements at the Justice Building, under the same terms and conditions as previously authorized, beginning retroactive to October 1, 2016 through October 1, 2017, including the arrangement between the City and the First Presbyterian Church for snowplowing, whereby the City of Rome will pay for plowing up to \$2,500.00, with the First Presbyterian Church covering the plowing costs from \$2,500.00 to \$3,500.00, followed by the City of Rome and the First Presbyterian Church splitting the cost of any plowing over \$3,500.00, with the further restriction that the first row (most easterly) parking spots in the Huntington Street lot closest to James Street to be reserved for Church use only.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 227

AUTHORIZING BUDGETARY TRANSFER (2016)

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

REASON: Cover underestimated gasoline usage for 2016.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7180.204	Pools: Land and Buildings	\$1,500.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7020.419	Parks and Recreation: Gasoline & Diesel	\$1,500.00

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
 Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 228

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO PURCHASE GULF ROAD PROPERTY

By _____:

WHEREAS, the City of Rome has identified property located on Gulf Road, Tax Map No. 189.000-0002-017.001, that is required for installation of a hydropneumatic station, as part of the North West Rome Water Expansion, and is desirous of purchasing said property to be utilized in support of the Northwest Rome Water Expansion Project; and

WHEREAS, after negotiations between the City of Rome and the current owners of said property, Frederick Schmidt, Commissioner of the Department of Public Works, opine that it is in the City's best interest to purchase a 0.651 acre portion of the property known as Gulf Road (Tax Map No.: 189.000-0002-017.001), together with all the structures and/or improvements thereon, at an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00), plus one new water service at a value of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), to support the Northwest Rome Water Expansion Project; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York that it does hereby authorize the City of Rome to purchase a 0.651 acre portion of the property known as Gulf Road (Tax Map No.: 189.000-0002-017.001), from Edward F. Tyler, together with all the structures and/or improvements thereon, for an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00) plus one new water service at a value of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), said property being more fully described and depicted on a survey map prepared by Dodson & Associates, which is attached and made part of this Resolution; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute any and all documents required, upon approval of the Corporation Counsel, to effectuate the acquisition of a portion of Gulf Road (Tax Map No. 189.000-0002-017.001) Rome, New York.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

OFFER TO PURCHASE

TO THE OWNER OR PERSON WHO HAS THE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW:

Property I/We agree to purchase the following property situated in the City of Rome, County of Oneida, State of New York, known as a portion of Gulf Road, Tax Parcel Number 189.000-0002-017.001 being approximately 0.651 acres as shown on the map attached hereto, (for a more detailed description of the property reference is hereby made to the deed thereof).

Price AT THE PRICE OF TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00) plus one new water service at a value of Two Thousand Five Hundred and No/100 Dollars, payable as follows:

Deposit The Seller and Purchaser agree that no down payment is required.

Balance \$25,000.00 cash on or about December 16, 2016 on passing of deed.

Contingency: This offer is contingent upon approval by the City of Rome Common Council and the City of Rome Board of Estimate and Contract. If approval is not obtained within sixty (60) days of the date of this contract, then the offer shall be null and void.

Searches, Taxes, Easements, Restrictions, Zoning, etc. You are to deliver to me or my attorney, at least five (5) days before closing, a forty year abstract of title, a County Tax Search, a twenty year bankruptcy search and tax receipts showing the property free and clear of all liens and encumbrances, except as herein set forth, and except building and use restrictions, pole and wire easements of record, and subject to zoning ordinances and to any taxes for local improvements not now completed.

Deed Transfer is to be completed at the office of Charles W. Engelbrecht, Esq., as attorney for purchaser on or about December 16, 2016 or as soon thereafter as the abstracts can be brought to date. At that time you are to convey to me/us by Warranty Deed, good and marketable title to the property free of all liens and encumbrances, except as above set forth, subject to rights of tenants, if any.

Rents Any rents from any tenants between now and the time of closing shall be the exclusive property of the seller.

Adjustments Interest, insurance premiums, rents, and taxes shall be pro-rated and adjusted as of December 16, 2016 or date of closing. City, State and County Taxes shall be adjusted and apportioned on a calendar year beginning Jan. 1, and ending Dec. 31. School taxes outside the city shall be adjusted and apportioned for the fiscal year beginning July 1st and ending the following June 30th, and Village Taxes shall be adjusted and apportioned for the fiscal year beginning June 1st and ending the last day of May following or as otherwise provided by law.

Possession Possession of premises shall be delivered on or about December 16, 2016, on passing of deed.

Inspection Purchasers shall have a walk through inspection within 24 hours prior to closing.

Survey If a survey is necessary, it will be obtained at Purchaser's expense.

Mortgage Expenses Upon any purchase money mortgage given, we agree to pay the usual mortgage tax and recording fee and Revenue stamps on bond where required.

Assignment This offer may be assigned to an individual or corporation for the purpose of holding the title thereto. However, we shall remain responsible for the faithful performance of the contract.

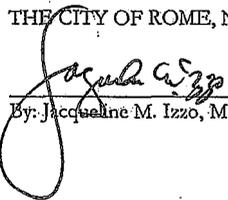
Risk of Loss The risk of loss or damage to the property by fire or other causes until the delivery of the deed is assumed by you. We represent that **NO BROKER** is the broker in this transaction and that no other real estate broker or agent has helped to bring about this sale.

Acceptance This offer shall be valid for 3 days from the date of this offer. If it is not accepted by that time, it shall be null and void and the down payment returned.

Persons Bound This offer, when accepted shall be a binding contract. It shall bind the parties hereto and their respective executors, administrators, distributees, successors and assigns.

Dated 11/4/16, 2016

THE CITY OF ROME, NEW YORK


By: Jacqueline M. Izzo, Mayor, City of Rome, NY (L.S.)

Witness 

ACCEPTANCE

The undersigned hereby accepts this offer, agrees to sell on the terms and conditions set forth, and agrees to pay **NO BROKER** the authorized agent, the previously agreed upon rate of commission.

The deposit made or as much as covers the commission may be applied to payment of the commission.

Dated: _____, 2016

(Signed) _____ (L.S.)

Edward G. Tyler
16861 County Route 59
Dexter, NY 13634

Witness _____

Salesmen are not permitted to change the regular rates of commission.

Prepared by:
Charles W. Engelbrecht, Esq.
211 North George Street
Rome, New York 13440
P. 315.339.1037
F. 315.339.9772
Email: cwelaw@cnyemail.com

Wise of Formerly
Property of:
Ronald K. Jr. and Christina M. Renner
Instrument No. 2005-01841
Tax Parcel No. 189.00-2-176

Property of
Edward G. Tyler
Liber 2072 - Page 202
Tax Parcel No. 189.00-2-171

Property of
Edward G. Tyler
to be conveyed to
City of Rome
Contains 0.651 acres
Liber 2072 - Page 202
a portion of Tax Parcel 189.00-2-171

Permanent Access Easement
to be granted by
Edward G. Tyler
to
City of Rome
Contains 0.698 acres
Liber 2072 - Page 202
a portion of Tax Parcel 189.00-2-171

Point of Beginning
0.00 Acres Access Easement
Set 5/8-inch Paper
No. 1,104,706-23
E=1,131,700.37'

Bearing = 0°37'05"
Radius = 2106.13'
Length = 34.05'
Chord = N 21°29'09" W
34.85'

